

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.	12/29/2010

RECEIVING PARTY DATA

Name:	NXP B.V.
Street Address:	High Tech Campus 60, 5656 AG
City:	Eindhoven
State/Country:	NETHERLANDS

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5640415
Patent Number:	5701435
Patent Number:	5937193
Patent Number:	6047358
Patent Number:	6105142
Patent Number:	6385749
Patent Number:	6851010

CORRESPONDENCE DATA

Fax Number: (302)397-2678
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: AssignmentRecordation@gmail.com
 Correspondent Name: Liyue Capital, LLC
 Address Line 1: 2711 Centerville Road, Suite 400
 Address Line 4: Wilmington, DELAWARE 19808

NAME OF SUBMITTER: Russell Boltwood

Total Attachments: 8

501506123

**PATENT
 REEL: 026153 FRAME: 0847**

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENT RIGHTS**

RELEASE, dated as of December 29, 2010 (this "Release"), among NXP B.V. (the "Company") and Morgan Stanley Senior Funding, Inc., as Global Collateral Agent (in such capacity, the "Collateral Agent") and as RCF Administrative Agent (in such capacity, the "RCF Administrative Agent") for the Secured Parties under the Collateral Agency Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, NXP Semiconductors N.V. (previously KASLION Acquisition B.V.) with its corporate seat in Eindhoven, the Netherlands ("Holdings"), the Company, certain affiliates of the Company, the Secured Parties, the Collateral Agent, and others have entered into a Secured Revolving Credit Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Company, certain subsidiaries of the Company, the Collateral Agent and others have entered into (i) a collateral agency agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), (ii) a Senior Secured Indenture dated as of October 12, 2006 (as amended, supplemented or otherwise modified from time to time, the "Original Indenture"), (iii) a Super Priority Indenture dated as of April 2, 2009 (as amended, supplemented or otherwise modified from time to time, the "Super Priority Indenture"), and (iv) a Senior Secured Indenture dated as of July 20, 2010 (as amended, supplemented or otherwise modified from time to time, the "New Secured Indenture," and together with the Original Indenture and Super Priority Indenture, the "Indentures");

WHEREAS, in connection with the Credit Agreement and the Indentures, the Company and certain of its subsidiaries have entered into the Security Documents (defined in the Credit Agreement) listed in Annex A hereto, in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, Lien is defined in the Credit Agreement as follows: "Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof);

WHEREAS, pursuant to the Security Documents, the Company has granted a Lien on certain of its patents, including, without limitation, the U.S. patents listed on Annex B (hereinafter the patents listed on Annex B shall be referred to as the "Pledged Patents"), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, on August 19, 2010, the Company entered into a Patent Sale and Transfer Agreement (the "Patent Sale Agreement") with Sino Matrix Technology Inc., to be effective as of July 29, 2010, concerning the sale by the Company of the Pledged Patents (hereinafter the sale of such Pledged Patents pursuant to the Patent Sale Agreement, the "Transaction") free and clear of any Liens;

WHEREAS, the Lien that the Company granted in favor of the Collateral Agent for the benefit of the Secured Parties in the Pledged Patents was recorded in the United States Patent and Trademark Office on January 22, 2007, at Reel 018806, Frame 0201;

WHEREAS, the Company has informed the Collateral Agent that the fair market value of the Pledged Patents (as determined in good faith by the Company) is less than EUR 30,000,000 and therefore the Disposition is not deemed an Asset Disposition as defined under the Credit Agreement;

WHEREAS, there are no Additional Secured Parties, other than the Secured Parties under the Super Priority Indenture and the New Secured Indenture, holding Additional Secured Obligations or Secured Hedge Counterparties holding Hedging Secured Obligations (each term as defined in the Collateral Agency Agreement) secured by the Pledged Patents and, as such, the only Required Secured Parties (as defined in the Collateral Agency Agreement) whose confirmation is required pursuant to the Collateral Agency Agreement are the RCF Administrative Agent and the Collateral Agent;

WHEREAS, pursuant to Section 5.03 of the Collateral Agency Agreement, (i) the Company wishes to confirm to the Required Secured Parties (as defined in the Collateral Agency Agreement) that all conditions to the release of the Pledged Patents set forth in the relevant Security Documents and applicable under Law have been satisfied as of the date hereof, and (ii) based on that confirmation, the Required Secured Parties (as defined in the Collateral Agency Agreement) wish to confirm to the Collateral Agent that such conditions have been satisfied as of the date hereof;

WHEREAS, pursuant to Section 5.03 of the Collateral Agency Agreement, the Collateral Agent has accepted the confirmation herein from the Required Secured Parties (as defined in the Collateral Agency Agreement) that all conditions to the release of the Pledged Patents set forth in the relevant Security Documents and applicable under Law have been satisfied as of the date hereof;

WHEREAS, pursuant to Section 12.05 of each Indenture, all Liens on the Pledged Patents securing the Notes issued thereunder will be released automatically and without further action by the Trustee or the Collateral Agent upon release of the Liens contemplated by the Credit Agreement over the Pledged Patents because such release is otherwise permitted under each Indenture; and

WHEREAS, pursuant to Section 5.05 of the Collateral Agency Agreement, the Collateral Agent is authorized to execute and deliver this Release on behalf of itself and all of the Secured Parties.

NOW, THEREFORE, IT IS AGREED:

1. Release. Effective simultaneously herewith, and subject to and contingent upon the receipt by the Company and the Collateral Agent of this Release duly countersigned by each party and satisfaction of all the other conditions precedent of paragraph 5 of this Release, all Liens in favor of the Collateral Agent for the benefit of the Secured Parties on the Pledged Patents (including all rights to sue at law or in equity for any infringement or other impairment

thereof and all rights to receive proceeds and damages therefrom) are hereby automatically terminated, released and extinguished.

2. Further Assurances. Upon effectiveness of this Release as described in paragraph 1 hereof, the Collateral Agent, at the request and at the sole expense of the Company, shall execute and deliver to the Company such other documents, make such filings and recordations and take such other actions as are reasonably requested to evidence the release effected by the foregoing paragraph as required by and pursuant to Section 5.05 of the Collateral Agency Agreement.

3. The Company's Representations.

3.1. The Company represents that the Transaction is not an Asset Disposition as defined in the Credit Agreement, as the fair market value of the Pledged Patents (as determined in good faith by the Company) is less than EUR 30,000,000, and that the Pledged Patents shall be disposed of in one transaction, and that the Collateral Agent and the RCF Administrative Agent may rely conclusively on such representation without need for further enquiry.

3.2. The Company represents that the Transaction is permitted under the Credit Agreement (including under Section 10.5(a) thereof) and under each Indenture (including under Section 4.09 thereof), and that the RCF Administrative Agent may rely conclusively on such representation without need for further inquiry.

3.3. The Company represents that there are no Additional Secured Parties, other than the Secured Parties under the Super Priority Indenture and the New Secured Indenture, holding Additional Secured Obligations or Secured Hedge Counterparties holding Hedging Secured Obligations (each term as defined in the Collateral Agency Agreement) secured by the Pledged Patents and, as such, the only Required Secured Parties (as defined in the Collateral Agency Agreement) whose confirmation is required pursuant to the Collateral Agency Agreement are the RCF Administrative Agent and the Collateral Agent.

3.4. The Company represents that all conditions to the release of the Pledged Patents under the applicable Secured Agreements (as defined in the Collateral Agency Agreement) have been satisfied, and the RCF Administrative Agent and the Collateral Agent may rely conclusively on such representation without the need for further inquiry.

3.5. The Company represents that all existing Security Documents are listed in Annex A.

4. Certification. The Company certifies that this Release serves as a Designated Note Release (as defined in the Collateral Agency Agreement) and the release of Liens on the Pledged Patents does not require the consent of, or any action by, the Note Secured Party or the holders of any Note Secured Obligations, and that the Company is in compliance with its obligations under the Note Secured Documents with respect to such release.

5. Conditions Precedent. This Release shall become effective immediately upon the satisfaction of the following conditions precedent:

5.1. The receipt by the Collateral Agent of an executed copy of the Patent Sale Agreement;

5.2. The receipt by the Company and the Collateral Agent of this Release duly countersigned by each party; and

5.3. All conditions to the consummation of the Closing under the Patent Sale Agreement (other than the release of the security interests contemplated hereby) shall have been satisfied or waived.

6. Confirmation. In reliance on the representations contained in Section 3 above, the RCF Administrative Agent and Collateral Agent, in their capacities as Required Secured Parties (as defined in the Collateral Agency Agreement) under the Collateral Agency Agreement, hereby confirm that all conditions to the release of the Pledged Patents have been satisfied or waived as of the date hereof.

7. Counterparts. This Release may be executed by one or more of the parties to this Release on any number of separate counterparts (including by telecopy or email), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8. GOVERNING LAW. THIS RELEASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. This Release shall be binding upon the Collateral Agent (acting for itself and on behalf of all Secured Parties) and their successors and assigns and inures to the benefit of Company's successors and assigns (including any purchaser of the Pledged Patents) with respect to the Pledged Patents.

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IN WITNESS WHEREOF, the undersigned have caused this Release to be
duly executed and delivered as of the date first above written.

NXP B.V.

By: _____

Name: *G.R.L. Derrick*
Title: *Chief Legal Officer*

MORGAN STANLEY SENIOR
FUNDING, INC., as Global Collateral
Agent

By: Andrew W. Earl
Name: ANDREW EARL
Title: VP

MORGAN STANLEY SENIOR
FUNDING, INC., as RCF
Administrative Agent

By: _____
Name: ANDREW EARL
Title: VP

- (a) Intellectual Property Rights Pledge Agreement (Acte de Natissement de Droits de Propriete Intellectuelle), dated as of September 29, 2006, as amended or supplemented, by NXP B.V. and Morgan Stanley Senior Funding, Inc., relating to the intellectual property of NXP B.V. registered in France.
- (b) Pledge Agreement, dated as of November 22, 2006, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc., relating to the intellectual property of NXP B.V. registered in Japan.
- (c) Security Transfer and Assignment Agreement Relating to Intellectual Property Rights (Sicherungs-ubereignungs-und-abtretungsvertrag betreffend gewerbliche Schutzrechte), dated as of December 18, 2006, as amended or supplemented, between NXP B.V. and Philips Semiconductors Germany GmbH, and Morgan Stanley Senior Funding, Inc., relating to the intellectual property of NXP B.V. registered in Germany.
- (d) Intellectual Property Security Agreement, dated as of September 29, 2006, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc., relating to intellectual property of NXP B.V. registered in the United States.
- (e) Debenture, dated September 29, 2006, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc., in relation to security over shares, receivables, intellectual property rights and certain bank accounts in the UK.
- (f) Pledge of IP Rights, dated September 29, 2006, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc., relating to the intellectual property of NXP B.V. (with the exception of any patents and trademarks registered in the U.S., UK, Japan, Germany and France).
- (g) Patent Security Agreement, dated June 9, 2009, between NXP B.V. and Morgan Stanley Senior Funding, Inc., relating to U.S. patents.
- (h) Acknowledgement Letter dated April 2, 2009, relating to the Intellectual Property Rights Pledge Agreement between NXP B.V. and Morgan Stanley Senior Funding, Inc.
- (i) Debenture Creating Fixed Security, dated April 2, 2009, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc.
- (j) Debenture Creating Fixed Security, dated July 20, 2010, as amended or supplemented, between NXP B.V. and Morgan Stanley Senior Funding, Inc.

UNITED STATES PATENTS

Patent/Application Nos	Patents	Inventors	Application Date
5,640,415	Bit error performance of a frequency hopping, radio communication system	Pandula, Louis	6/10/1994
5,937,193	Circuit arrangement for translating platform-independent instructions for execution on a hardware platform and method thereof	Evoy, David Ross	11/27/1996
6,047,358	Computer system, cache memory and process for cache entry replacement with selective locking of elements in different ways and groups	Jacobs, Eino	10/31/1997
6,105,142	Intelligent power management interface for computer system hardware	Goff, Lonnie C.; Evoy, David R.; Story, Franklyn; Sullivan, Mark	2/11/1997
6,385,749	Method and arrangement for controlling multiple test access port control modules	Adusumilli, Swaroop; Steele, James; Cassetti, David	4/1/1999
5,701,435	Instruction cache system for implementing programs having non-sequential instructions and method of implementing same	Chi, Chi-Hung	5/19/1993
6,851,010	Cache management instructions	Rao, Lakshmi; Huang, Sunny C.; Bloks, Rudolf H. J.; Vissers, Kornelis A.; Sijstermans; Frans W.	6/29/2001